

Term Expiration: _

State of Alabama Department of Mental Health Central Purchasing Solicitation

Solicitation	Document Phase	Document Description
RFB 061 22000000633	Final	TEMPORARY PERSONNEL
Procurement Folder	Creation Date	Print Date
1625602	09/08/22	09/08/22

Request for Bids

	E-mail	Phone	
S	Annette.Waites@mh.alabama.gov	334-353-7128	
	shanna.taylor@mh.alabama.gov	334-242-3508	
S	Annette.Waites@mh.alabama.gov	334-353-7128	
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09/22/22 10:00 AM			

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Regular Mail	Courier		
labama	State of Alabama		
Mental Health	Alabama Mental Health		
g Office	Purchasing Office	Purchasing Office	
301410	100 N. Union St. Suite 570	100 N. Union St. Suite 570	
ery, AL 36130-1410	Montgomery, AL 36104		
Signature a	nd Notarization Required		
		agreement or collusion among	
compension by agreement to blu at a r.	mes price of to remain from blading.		
VSS Vendor Num	nber Authorized Sig	nature (Ink)	
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Company Name	Type/Print Aut	norized Name	
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Mail Address	Title		
	TO BE CO Id be provided as appropriate. Bid days or weeks after receipunts are taken without regard to date of hin days. umber, if any: (ti Internet Website No: Ty Regular Mail labama Mental Health g Office 301410 ery, AL 36130-1410 Signature are to furnish each item offered at the prompetition by agreement to bid at a formula in the company Name VSS Vendor Num Company Name	Annette.Waites@mh.alabama.gov shanna.taylor@mh.alabama.gov shanna.taylor@mh.alabama.gov 09/08/22 09/08/22 10:00 AM TO BE COMPLETED BY VENDOR Id be provided as appropriate. Bid Response must be in ink or typed with original stage days or weeks after receipt of order. unts are taken without regard to date of payment.) hin days. umber, if any: (this number will appear on the purchase order.) Internet Website: No: Type of G.C. License: Regular Mail	

Date Printed: September 08,2022 Page Number: 1

Fax Number

Phone Including Area Code

COMMODITY INFORMATION Line: 1 Line Type: Item **Group:** 1 Default Commodity Group **Commodity Code:** 96269 Quantity: 1.00000 **Commodity Description:** Unit: Personnel Services, Temporary Hour **Unit Price: Extended Amount: Preferred Vendor: Extended Description:** OFFICE CLERK ADVANCED, GENERAL OFFICE WORK

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping **Billing**

ADMH- Central Office Contracts & Purchasing Annette Waites...Room 570

100 N Union RSA Union Building

Montgomery, AL 36130

ADMH- Central Office Accounts Payable 100 North Union / Phone: 334-242-3799 RSA Union Building-Suite 568

AccountsPayable.DMH@mh.alabama.gov

Montgomery, AL 36130

Delivery Date: Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group Line: 2 Line Type: Item **Commodity Code:** 96269 **Quantity:** 1.00000 **Commodity Description:** Personnel Services, Temporary Unit: Hour

Extended Amount: Unit Price:

Preferred Vendor:

Extended Description:

MEDICAL TRANSCRIPTION

DATA ENTRY OF MEDICAL INFORMATION INTO ELECTRONIC HEALTH RECORD (EHR) SYSTEM AND MEDICAL ORDERS INTO THE EHR COMPUTERIZED PHYSICIAN ORDER ENTRY (CPOE) SYSTEM

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping Billing

ADMH- Central Office Contracts & Purchasing Annette Waites...Room 570 100 N Union

RSA Union Building Montgomery, AL 36130 100 North Union / Phone: 334-242-3799 RSA Union Building-Suite 568 AccountsPayable.DMH@mh.alabama.gov

ADMH- Central Office Accounts Payable

Montgomery, AL 36130

Delivery Date: Delivery Type:

COMMODITY INFORMATION

Date Printed: September 08,2022 Page Number: 2

Line: 3 Line Type: Item **Group:** 1 Default Commodity Group **Commodity Code:** 96269 Quantity: 1.00000 **Commodity Description:** Personnel Services, Temporary Unit: Hour **Extended Amount: Unit Price:**

Preferred Vendor:

Extended Description:

LABORER

PERFORMS MANUAL WORK WITH LITTLE SUPERVISION, SOME LIFTING

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping **Billing**

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Montgomery, AL 36130

ADMH- Central Office Accounts Payable 100 North Union / Phone: 334-242-3799 RSA Union Building-Suite 568 AccountsPayable.DMH@mh.alabama.gov

Montgomery, AL 36130

Delivery Date: Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group Line: 4 Line Type: Item **Commodity Code:** 96269 1.00000 Quantity: **Commodity Description:** Personnel Services, Temporary Unit: Hour

Extended Amount: Unit Price:

Preferred Vendor:

Extended Description:

ACCOUNT CLERK

PERFORM VARIETY OF BUDGET/ACCOUNTING ACTIVITIES, ENCUMBRANCES, ADJUSTMENTS, JOURNAL VOUCHERS, PAYMENTS LEDGER POSTING, KNOWLEDGE OF BOOKKEEPING PRINCIPLES/ ACCOUNTING POLICIES

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping **Billing**

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RSA Union Building Montgomery, AL 36130

Montgomery, AL 36130

RSA Union Building-Suite 568

ADMH- Central Office Accounts Payable

AccountsPayable.DMH@mh.alabama.gov

100 North Union / Phone: 334-242-3799

Delivery Date: Delivery Type:

COMMODITY INFORMATION

Line: 5 Line Type: Item **Group:** 1 Default Commodity Group

Date Printed: September 08,2022 Page Number: **Commodity Code:** Quantity: 96269 1.00000 **Commodity Description:** Personnel Services, Temporary Unit: Hour **Unit Price:**

Extended Amount:

Preferred Vendor:

Extended Description:

ADMINISTRATIVE ASSISTANT

KNOWLEDGE/EXPERIENCE OF OFFICE PROCEDURES, RECORDS MANAGEMENT, SPECIAL PROJECTS, COORDINATE MEETINGS, GOOD COMMUNICATION SKILLS, EXCELLENT OFFICE SKILLS

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping **Billing**

ADMH- Central Office Contracts & Purchasing ADMH- Central Office Accounts Payable Annette Waites...Room 570 100 North Union / Phone: 334-242-3799 100 N Union RSA Union Building-Suite 568

RSA Union Building AccountsPayable.DMH@mh.alabama.gov Montgomery, AL 36130

Montgomery, AL 36130

Delivery Date: Delivery Type:

COMMODITY INFORMATION

Line: 6 Group: 1 Default Commodity Group Line Type: Item **Commodity Code:** 96269 Quantity: 1.00000 **Commodity Description:** Personnel Services, Temporary Unit: Hour

Extended Amount: Unit Price:

Preferred Vendor:

Extended Description:

HEALTH INFORMATION MANAGEMENT CLERK

USE OF DISPOSITION REGISTER, REVIEW RECORDS, SCAN DOCUMENTS, TROUBLESHOOT, PERFORM QUALITY REVIEW

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping **Billing**

ADMH- Central Office Contracts & Purchasing ADMH- Central Office Accounts Pavable Annette Waites...Room 570 100 North Union / Phone: 334-242-3799 100 N Union RSA Union Building-Suite 568 RSA Union Building

AccountsPayable.DMH@mh.alabama.gov Montgomery, AL 36130 Montgomery, AL 36130

Delivery Date: Delivery Type:

COMMODITY INFORMATION

Line: 7 Group: 1 Default Commodity Group Line Type: Item **Commodity Code:** Quantity: 96269 1.00000

Date Printed: September 08,2022 Page Number: Commodity Description: Personnel Services, Temporary Unit: Hour

Extended Amount: Unit Price:

Preferred Vendor:

Extended Description:

CLERK / NURSING SERVICES

OFFICE OPERATIONS, INTERACT WITH NURSING STAFF, MAINTAIN FILING SYSTEM AND INCIDENT REPORTS, UPDATE VARIOUS REPORTS, OTHER DUTIES AS ASSIGNED

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping Billing

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Montgomery, AL 36130

ADMH- Central Office Accounts Payable 100 North Union / Phone: 334-242-3799 RSA Union Building-Suite 568 AccountsPayable.DMH@mh.alabama.gov

Montgomery, AL 36130

Delivery Date: Delivery Type:

COMMODITY INFORMATION

Group:1 Default Commodity GroupLine:8Line Type:ItemCommodity Code:96269Quantity:1.00000Commodity Description:Personnel Services, TemporaryUnit:Hour

Extended Amount: Unit Price:

Preferred Vendor: ____

Extended Description:

MAINTENANCE REPAIR

SEMI-SKILLED GENERAL MAINTENANCE / REPAIR AND/OR INSTALLATION WORK

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping Billing

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Montgomery, AL 36130

Delivery Date:

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Montgomery, AL 36130

Delivery Type:

COMMODITY INFORMATION

Group:1 Default Commodity GroupLine:9Line Type:ItemCommodity Code:96269Quantity:1.00000Commodity Description:Personnel Services, TemporaryUnit:Hour

Date Printed: September 08,2022 Page Number:

Extended Amount:	Unit Price:
Preferred Vendor:	
Extended Description:	
TRACKING & PROCESSING PERSONNEL	
PERFORM TRACKING DUTIES INVOLVING RECORDS, IDENTIFYING CO INFORMATION, WHICH REQUIRES UNDERSTANDING MENTAL HEALTH PSYCHOTROPIC MEDICATION, PROFICIENT IN DATA ENTRY	, , , , , , , , , , , , , , , , , , , ,
Personnel Services, Temporary	

SHIPPING AND BILLING

Shipping Billing

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ADMH- Central Office Accounts Payable

100 North Union / Phone: 334-242-3799

RSA Union Building-Suite 568

ADMH- Central Office Accounts Payable

Montgomery, AL 36130

Delivery Type:

COMMODITY INFORMATION

Delivery Date:

Group:1 Default Commodity GroupLine:10Line Type:ItemCommodity Code:96269Quantity:1.00000Commodity Description:Personnel Services, TemporaryUnit:Hour

Extended Amount: Unit Price:

Preferred Vendor:

Extended Description:

FORENSIC PROGRAM SPECIALIST

ASSIST DIRECTOR OF OUTPATIENT FORENSIC SERVICES, ASSIST / MANAGE ADMINISTRATIVE PROCESS, MAINTAIN DATA SYSTEM

Personnel Services, Temporary

SHIPPING AND BILLING

Shipping Billing

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RSA Union Building AccountsPayable.DMH@mh.alabama.gov Montgomery, AL 36130 Montgomery, AL 36130

Delivery Date: Delivery Type:

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AUTHORITY:

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

AWARD:

The Department of Mental Health reserves the right to: (1) award bids on an "all or none" basis; (2) award bids on an "item by item" basis, unless otherwise specified by bidder: (3) waive any informality in bids: (4) reject any and all bids.

BID RESPONSE INSTRUCTIONS:

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

- 1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the "close date and time" indicated on the bid.
- 2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
- 3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
- 4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

BID REJECTION:

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- --Bid number not on envelope/package/box
- --Bid response with multiple bid numbers in same envelope not properly identified
- --Bid responses received late

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- --Bid response not signed/not original signature
- --Bid response not notarized/not original signature of notary/or notary expiration
- --Bidder notarized own signature
- --Required information not submitted with bid response
- --Failure to submit the original bid and two copies
- --Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at www.adeca.alabama.gov.

STANDARD TERMS AND CONDITIONS

VENDOR REGISTRATION AND SUBSCRIPTION FEE:

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: "https://procurement.staars.alabama.gov". Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract to include renewal periods.

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INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an "Intent to Award" before the final award is made. The "Intent to Award" will continue for a period of five (5) calendar days, after which the award will be final provided there are no protest. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Invitation-to-Bid (ITB) the Dept. of Mental Health accept and evaluate alternate bid submittals provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this ITB.

SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

FOREIGN ENTITIES - CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-52324. The Certificate of Authority does not prevent the vendor from submitting a bid.

BOYCOTT:

"Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade."

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commerciale Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

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INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices by the fifth (5th) day of each month (or the next business day if the fifth falls on a weekend or State holiday) following the rendering of services or product that is required by this contract.

ALABAMA PERFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

- Priority 1. Produces or manufactures the product within the State.
- Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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STATE OF ALABAMA DEPARTMENT OF MENTAL HEALTH TEMPORARY PERSONNEL SERVICE

To establish a contract between the Department of Mental Health and vendor(s) for provision of temporary personnel services for the Mental Health facilities, Regions and Central Office. The period of the contract shall be for twenty-four months with the option to extend a third, fourth and fifth year under the same pricing, terms and conditions, if requested by the Department and agreed upon by the contractor.

In the event the Federal Minimum Wage (FMW) is increased, each line's full bill rate will be increased by the difference between the current FMW and the new FMW rate. Except for a Federal Minimum Wage increase, all prices quoted shall be firm for the contract period.

The Department agrees to pay the vendor in accordance with the hourly rate bid for each job title. Hourly rates must include all administrative costs, advertising costs, insurance costs, etc. the vendor shall provide replacements for all temporary personnel that fail to show up for assigned duty. Replacements must be provided within two (2) hours of original duty assignment. Staffing is the sole responsibility of the vendor. Temporary personnel are to be provided on an hourly basis. The minimum hours requested shall be four (4).

The vendor shall provide temporary personnel services as needed and requested by the Department to supplement the permanent work force. By the nature of this work, the vendor must have temporary personnel available to work with in forty-eight (48) hours of request. Vendor must have available an adequate number of personnel, including administrative, for each area of the Department bid. Failure to provide appropriate and timely administrative assistance or to provide personnel in the timeframe specified shall cause cancellation of contract and disqualification from future contract consideration.

It is expressly understood that the Department, at its discretion, may deny acceptance or terminate the service of any temporary employee whose service is unacceptable or for other reasons, may be unsuitable for employment. A temporary employee deemed unsuitable by a Facility shall also be considered unsuitable for all other Facilities.

Temporary personnel may be required to satisfactory complete any special needs orientation provided by the facility. If required, the facility agrees to pay for the orientation that is specific to services provided to persons with mental challenges/developmental challenges, and procedural requirements for the specific facility.

Vendor shall be responsible for pre-employment background checks on all temporary personnel. The background check shall include local, ABI (Alabama) and FBI (Federal).

Contractor shall be in compliance with Department policy for drug free workplace. Contractor shall require a drug screen for all temporary personnel prior to employment. The Department reserves the right to request drug screen on temporary personnel as conditions warrant such.

All Department facilities are smoke free.

All temporary employees must sign a non-disclosure agreement to protect the confidentially of information to which they may be exposed, failure to abide by non-disclosure statement shall be deemed grounds to terminate the service of temporary employee and/or cancellation of the contract.

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Upon completion of the contract, the Department shall have no further obligation, responsibilities, and/or liabilities with respect to the temporary personnel. Such temporary employment will in no way confer any of the rights, duties, or obligations of full-time employment with the State of Alabama merit system. Temporary personnel will be paid for hours worked only. No overtime or raises will be authorized during this contract period.

The Department reserves the right to amend the contract to add additional job titles and facilities should the need arise during the term of the contract.

Any contract or order resulting from this bid may be cancelled by either party by giving thirty (30) days written notice.

Contractor shall not subcontract any portion of the contract without prior written approval of the Department.

Services shall be provided without regard to race, national origin, color, sex or disability and all services are to be provided in compliance with Title VI and VII if the Civil Rights Act. Services provided shall be performed in compliance with the regulations of the conditions of participation within ICF/MH program of Titles XVII and XIX of the Social Security Act as amended.

It is expressly understood that vendor, an independent consultant, is responsible for providing the necessary time to render the above services in a professional manner and for all related taxes to include, but not limited to, FICA, Federal, State income taxes and worker's compensation. The Department shall not be responsible for any taxes or related items under this contract.

Payment

Payment for services rendered shall be made by each facility based on the contractor's submission of a correct invoice. Incorrect invoices shall be returned to the contractor. Invoices shall be submitted monthly and shall reflect the period of service, name of temporary employee, job title and contracted hourly rate.

The Department does not know the exact usages that will be required and does not guarantee any amount.

To offer a bid for temporary services, provide the cost per hour for each job title.

Award:

Award shall be made to the lowest responsible bidder meeting all specifications. Award may be made by facility, region or statewide as determined by the Department to be in the best interest of the Department.

All temporary employees must be insured and bonded. The vendor must be an equal opportunity employer. Certificates of liability and bond insurance as well as certification as an equal opportunity employer must be submitted with the bid, or bid will be rejected.

Successful bidder shall comply with requirements of the bid. If a contractor fails to perform, the Department reserves the right to cancel the contract for cause (default). Cause is defined as failure to meet requirements of the bid terms and conditions, or correct deficiencies upon receipt of notice. Failure to maintain satisfactory performance after notice will be sufficient cause for

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immediate cancellation of the contract. In the event of default, the Department may make an award to the next highest bidder or re-bid at its discretion.

Should a contractor provide poor quality service or fail to fill a request for service that contractor will be considered in default and so notified in writing. The contractor shall be given ten (10) business days from the date of complaint to reply with a written response and corrective action. Failure to maintain satisfactory performance after two (2) such notices will be sufficient cause for immediate cancellation of the contract and disqualification from future contract consideration.

E-Verify

Contractor understands that Contractor shall provide a complete copy of e-verify memorandum of understanding (MOU) which is generated when the business entity or employer enrolls in that program, bearing the number assigned to the MOU by Homeland Security: establishing that the business entity has registered to participate in e-verify for the duration of this contract, and shall verify every employee who is registered to be verified according to the applicable Federal rules and regulations.